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17 DONNA MORGAN

18 **UNITED STATES DISTRICT COURT**
19 **FOR THE DISTRICT OF NEVADA**

20 DONNA MORGAN, an individual,

21 Plaintiff,

22 v.

23 MICHAEL BASH, an individual;
24 JEREMY BASH, an individual;
25 JANICE MCCOWN, an individual;
26 BERKLEY ENTERPRISES, INC., a
27 Nevada corporation; PEPPERDINE
28 ENTERPRISES, INC., a Nevada
corporation; NINETY-FIVE FORT
APACHE COMPLEX, LLC, a
Nevada limited liability company;
ROYAL VIEW, LLC, a Nevada
limited liability company; and DOES
1 through 20, inclusive,

Defendants.

Case No. 2:19-cv-00546-JAD-BNW

**NOTICE OF MOTION AND MOTION
FOR PARTIAL SUMMARY
JUDGMENT ON PLAINTIFF'S
THIRD AND FOURTH CLAIMS FOR
RELIEF; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

**[DECLARATIONS OF LAWRENCE J.
HILTON AND DONNA MORGAN
FILED CONCURRENTLY
HEREWITH]**

Complaint Filed: April 1, 2019

**TO THE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF
RECORD HEREIN:**

PLEASE TAKE NOTICE that Plaintiff Donna Morgan (“Plaintiff” or “Morgan”) hereby moves this Court for partial summary judgment on the Third and Fourth Claims for Relief asserted in her Complaint against Defendants Michael Bash and Jeremy Bash (collectively, the “Bash Defendants”).

This Motion is made pursuant to Rule 56 of the Federal Rules of Civil Procedure and Local Civil Rules 7-2 and 56-1 on the grounds that there are no genuine issues of material fact as to the Bash Defendants’ liability on the Third and Fourth Claims for Relief and that Plaintiff is entitled to partial summary judgment on those claims.

This Motion is based on this Notice, the accompanying Memorandum of Points and Authorities, the Declarations of Lawrence J. Hilton and Donna Morgan, all matters of which the Court can properly take judicial notice, as well as the pleadings and papers on file in this case, and upon all such further evidence and argument as may be presented at the hearing on this matter and which the Court deems appropriate.

Dated: August 13, 2020

ONE LLP

/s/ Lawrence J. Hilton

Lawrence J. Hilton (pro hac vice)

Attorneys for Plaintiff
DONNA MORGAN

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION.

Plaintiff Donna Morgan (“Plaintiff” or “Morgan”) brings this Motion pursuant to Rule 56 of the Federal Rules of Civil Procedure and Local Civil Rules 7-2 and 56-1 on the grounds that there are no genuine issues of material fact as to the liability of the Bash Defendants on the Third and Fourth Claims for Relief asserted in the Complaint, for violations of California Corporations Code sections 25410 and 25501, and that Plaintiff is entitled to partial summary judgment on those claims.

Plaintiff alleges in her Complaint, among other things, that Defendants Jeremy Bash and Michael Bash (the “Bash Defendants”) solicited her to make investments in real estate projects in Nevada that were under the control of the Bash Defendants. The investments were purchases of limited liability company interests in two entities: Royal View, LLC (“Royal View”) and Ninety-Five Fort Apache Complex, LLC (“Fort Apache”). Plaintiff further alleges that in soliciting Plaintiff to make the limited liability company investments, the Bash Defendants made untrue and misleading statements of fact.

In early June, Plaintiff served each of the Bash Defendants with requests for admissions under Rule 36 of the Federal Rules of Civil Procedure (the “RFAs”). The RFAs requested that each of the Bash Defendants admit that they made untrue and misleading statements of fact in connection with the sale of the Royal View and Fort Apache limited liability company interests, and that they were control persons of Royal View and Fort Apache. Through their counsel, Jeremy Bash and Michael Bash requested (and were granted) multiple extensions of the deadline to respond to the RFAs. However, no responses were served on the extended deadline, or at any time before the filing of this Motion.

Accordingly, pursuant to Federal Rule 36(a)(3), the RFAs served on the Bash Defendants are deemed admitted. The effect of those admissions is that the material elements of Plaintiff’s Third and Fourth Claims for Relief have been established,

1 and partial summary judgment as to the Bash Defendants' liability on those claims
2 should be granted.

3 **II. STATEMENT OF UNCONTROVERTED FACTS.**

4 **A. The Bash Defendants Fail to Serve Responses to Requests for** 5 **Admissions.**

6 1. On June 9, 2020, Plaintiff served written discovery on each of the Bash
7 Defendants. (Declaration of Lawrence J. Hilton ("Hilton Decl.") ¶ 2.)

8 2. The written discovery served on June 9, 2020 included the following:
9 (a) Plaintiff Donna Morgan's Requests for Admission to Defendant Jeremy Bash –
10 Set One; and (b) Plaintiff Donna Morgan's Requests for Admission to Defendant
11 Michael Bash – Set One. (*Id.*; Exhs. A, B.)

12 3. The initial deadline for responding to the RFAs was July 13, 2020.
13 FED. R. CIV. P. 36(a)(3).

14 4. On July 2, 2020, Byron Thomas, counsel for Michael Bash and Jeremy
15 Bash, requested a two-week extension of time for his clients to respond to the
16 discovery requests, including the RFAs. (*Id.* ¶ 3.) Plaintiff's counsel granted the
17 request, extending the response deadline to July 27, 2020.

18 5. On June 27, 2020, the day the responses were due, Mr. Thomas
19 requested an additional three-day extension of the response deadline. Plaintiff's
20 counsel again granted the request, extending the deadline for Michael Bash and
21 Jeremy Bash to respond to the written discovery, including the RFAs, to July 30,
22 2020. (*Id.* ¶ 4.)

23 6. On July 30, 2020, the date of the second extended deadline to respond
24 to the discovery, Mr. Thomas informed Plaintiff's counsel by email that discovery
25 responses would not be provided. Mr. Thomas asserted that neither Michael Bash
26 nor Jeremy Bash were obligated to respond because they were protected by the
27 automatic stay imposed by the pending bankruptcy cases filed by Defendants
28

1 Ninety-Five Fort Apache (“Fort Apache”) Complex, LLC and Royal View, LLC
 2 (“Royal View”). (*Id.* ¶ 6; Exh. C.)

3 **B. Admissions by Michael Bash.**

4 Michael Bash controlled Fort Apache, Berkley Enterprises, Inc. (“Berkley”) and Pepperdine Enterprises, Inc. (“Pepperdine”) from at least as early as 2008
 5 through April 1, 2019, and controlled Royal View from March 18, 2011 through
 6 April 1, 2019. (Hilton Decl. Exh. B; M. Bash RFAs No. 7-10, 104-105.) On
 7 January 21, 2008, Michael Bash executed the Fort Apache Addendum on behalf of
 8 Fort Apache and Berkeley. (*Id.*; M. Bash RFAs No. 1 and Exhibit A thereto.) On
 9 March 18, 2011, Michael Bash executed the Royal View Addendum on behalf of
 10 Royal View and Pepperdine. (*Id.*; M. Bash RFAs No. 2 and Exhibit B thereto.)

11 Starting in 2007, Michael Bash began soliciting investments from Plaintiff
 12 relating to real estate investments. (*Id.*; M. Bash RFAs No. 56, 81-82). Michael
 13 Bash met in-person with Plaintiff in Los Angeles County, California, for the purpose
 14 of soliciting her investment in real estate ventures. (*Id.*; M. Bash RFAs No. 82-85).
 15 Specifically, Michael Bash met in-person with Plaintiff to solicit her investment in
 16 real estate investments at the Four Seasons Hotel at Beverly Hills, located at 300
 17 Doheny Drive, Los Angeles, CA 90048 during the years 2007, 2008, 2010 and
 18 2011. (*Id.*; M. Bash RFAs No. 56, 82-85).

19 Michael Bash made untrue statements of material facts and omitted material
 20 facts to induce Plaintiff to invest in real estate entities controlled by Michael Bash
 21 (*Id.*; M. Bash RFAs No. 86-89). Specifically, Michael Bash made untrue
 22 representations of material fact to induce Plaintiff to invest in Royal View. (*Id.*; M.
 23 Bash RFAs No. 89.) The untrue representations of material fact include Michael
 24 Bash’s representation to Plaintiff that a guaranteed buyer had signed a binding letter
 25 of intent to purchase the Royal View real property. (*Id.*; M. Bash RFAs No. 59.) In
 26 fact, there was no binding letter of intent from a buyer. (*Id.*; M. Bash RFAs No. 60.)
 27 Michael Bash also represented that investing in Royal View was a “guaranteed
 28

1 return investment.” (*Id.*; M. Bash RFAs No. 110.) Michael Bash also made
 2 statements about the return she could expect to make if she invested in Royal View,
 3 which he admits were misleading. (*Id.*; M. Bash RFAs No. 90, 91.)

4 Michael Bash also made untrue statements and misleading omissions to
 5 Plaintiff regarding Fort Apache, including the representation that the Fort Apache
 6 property included a grocery store. (*Id.*; M. Bash RFAs No. 112.) Not only was that
 7 representation false, but the land use restrictions on the Fort Apache property
 8 prohibit the building of a grocery store or convenience store until at least the year
 9 2040. (*Id.*; M. Bash RFAs No. 113, 114.) Michael Bash also represented to
 10 Plaintiff that an investment in Fort Apache was a “guaranteed return investment.”
 11 (*Id.*; M. Bash RFAs No. 111.)

12 The above-described untrue representations and omissions made by Michael
 13 Bash were material to Plaintiff, in that she would not have made the investments in
 14 either Royal View or Fort Apache had the representations not been made and had
 15 the omissions not occurred. (Declaration of Donna Morgan (“Morgan Decl.”) ¶ 10.)
 16 Based on the above-described untrue representations and omissions of material fact,
 17 Plaintiff invested an aggregate of One Hundred and Fifty Thousand Dollars
 18 (\$150,000). Specifically, on January 21, 2008, Plaintiff invested \$100,000 for
 19 limited liability company interests in Fort Apache. (*Id.* ¶ 3; Hilton Decl. Exh. B; M.
 20 Bash RFAs No. 1 and Exh. A thereto (Fort Apache Addendum)). On March 18,
 21 2011, Plaintiff invested \$50,000 for limited liability interests in Royal View. (*Id.* ¶
 22 4; Hilton Decl. Exh. B; M. Bash RFAs No. 2 and Exh. B (Royal View Addendum)).

23 **C. Admissions by Jeremy Bash.**

24 Jeremy Bash also was an officer of Berkley and Pepperdine from 2007
 25 through 2019. (Hilton Decl. Exh. A; J. Bash RFAs No. 13, 14). Along with
 26 Michael Bash, Jeremy Bash controlled Fort Apache, Royal View, Berkley and
 27 Pepperdine from 2007 through 2019. (*Id.*; J. Bash RFAs No. 5-8, 105, 106.)
 28

1 Starting in 2010, Jeremy Bash began soliciting investments from Plaintiffs
2 into Royal View by telephone. (*Id.*; J. Bash RFAs No. 78). In 2011, Jeremy Bash
3 met in person with Plaintiff in Los Angeles County, California, for the purpose of
4 soliciting her investment in real estate ventures. (*Id.*; J. Bash RFAs No. 79).
5 Specifically, Jeremy Bash met in person with Plaintiff to solicit her investment in
6 Royal View at the Sherman Oaks Galleria Starbucks coffee shop, located at 15301
7 Ventura Blvd., Sherman Oaks, CA 91403 on March 14, 2011. (*Id.*; J. Bash RFAs
8 No. 82).

9 Jeremy Bash admits that he made misleading statements of material fact to
10 Plaintiff to induce her to invest Royal View. (*Id.*; J. Bash RFAs No. 90).
11 Specifically, Jeremy Bash made untrue representations of fact to Plaintiff, including
12 in or around March 2011, when Jeremy Bash told Plaintiff that “a guaranteed buyer
13 had signed a binding letter of intent” to purchase the Royal View Property (*Id.*; J.
14 Bash RFAs No. 85). In fact, there was no such binding letter of intent. (*Id.*; J. Bash
15 RFAs No. 86). Jeremy Bash also admits that representations made in the Royal
16 View Addendum about the encumbrances on the Royal View property were false.
17 (*Id.*; J. Bash RFAs No. 71.) Jeremy Bash represented to Plaintiff that investing in
18 Fort Apache was a “guaranteed return investment.” (*Id.*; J. Bash RFAs No. 108.)
19 And Jeremy Bash made statements to Plaintiff about the return she could expect to
20 make if she invested in Royal View, which he admits were misleading. (*Id.*; J. Bash
21 RFAs No. 91, 92.)

22 Jeremy Bash also admits that he made misleading statements of material fact
23 to Plaintiff in order to induce her to invest Fort Apache. (*Id.*; J. Bash RFAs No. 89).
24 Jeremy. Jeremy Bash admits that he omitted material facts to induce Plaintiff to
25 invest in the real estate entities he controlled, Royal View and Fort Apache. (*Id.*; J.
26 Bash RFAs No. 88.)

27 The above-described untrue representations and omissions made by Jeremy
28 Bash were material to Plaintiff, in that she would not have made the investments in

1 either Royal View or Fort Apache had the representations not been made and had
 2 the omissions not occurred. (Morgan Decl. ¶ 11.) Based on the untrue
 3 representations and omissions of material fact, Plaintiff invested an aggregate of
 4 One Hundred and Fifty Thousand Dollars (\$150,000). Specifically, on January 21,
 5 2008, Plaintiff invested \$100,000 for limited liability company interests in Fort
 6 Apache. (*Id.* ¶ 9; Morgan Decl. Exh. B; M. Bash RFAs No. 1 and Exh. A thereto
 7 (Fort Apache Addendum)). On March 18, 2011, Plaintiff invested \$50,000 for
 8 limited liability interests in Royal View. (*Id.* ¶ 9; Morgan Decl. Exh. B; M. Bash
 9 RFAs No. 2 and Exh. B (Royal View Addendum)).

10 **III. APPLICABLE LEGAL STANDARD.**

11 **A. Legal Standard for Motion for Partial Summary Judgment.**

12 Summary judgment is proper if the pleadings, the discovery and disclosure
 13 materials on file, and any affidavits show that there is no genuine issue as to any
 14 material fact and that the movant is entitled to judgment as a matter of law. *See*
 15 FED. R. CIV. P. 56(a). The moving party bears the initial burden of demonstrating the
 16 absence of a genuine issue of material fact. *Celotex Corp. v. Catrett*, 477 U.S. 317,
 17 323 (1986). The moving party, however, has no burden to disprove matters on
 18 which the non-moving party will have the burden of proof at trial. The moving
 19 party need only demonstrate to the Court that there is an absence of evidence to
 20 support the non-moving party's case. *Id.* at 325.

21 Under Rule 56 of the Federal Rules of Civil Procedure, “[a] party may move
 22 for summary judgment, identifying each claim or defense – or the part of each claim
 23 or defense – on which summary judgment is sought” FED. R. CIV. P. 56(a).
 24 “If the court does not grant all the relief requested by the motion, it may enter an
 25 order stating any material fact—including an item of damages or other relief—that
 26 is not genuinely in dispute and treating the fact as established in the case.” FED. R.
 27 CIV. P. 56(g). The Court can grant partial summary judgment on the issue of
 28 liability only, leaving the issue of the amount of damages for trial. *See id.*; *Freaner*

1 v. *Valle*, 966 F. Supp. 2d 1068, 1090 (S.D. Cal. 2013) (granting motion for partial
2 summary judgment and entering summary judgment as to liability only).

3 “Unanswered requests for admissions may be relied on as the basis for
4 granting summary judgment.” *Conlon v. United States*, 474 F.3d 616, 621 (9th Cir.
5 2007) (citing *O’Campo v. Hardisty*, 262 F.2d 621, 624 (9th Cir. 1958)). That is
6 particularly relevant for this Motion, as the Bash Defendants were all duly served
7 with requests for admissions, but failed to respond timely (or at all) to those
8 Requests.

9 **B. Liability Under California Securities Law.**

10 Plaintiff’s Third and Fourth Claims for Relief are based on California
11 Corporations Code (“Corporations Code”) sections 25401, 25501 and 25504. (*See*
12 Complaint ¶¶ 83-87 (alleging claims under Cal. Corp. Code sections 25401 and
13 25501) and ¶ 88 (alleging “control person” liability under Cal. Corp. Code section
14 25504). The Third Claim for Relief involves the sale of limited liability company
15 (“LLC”) interests in Royal View, and the Fourth Claim for Relief involves the sale
16 of LLC interests in Fort Apache.

17 Corporations Code section 25401 prohibits the sale of securities “by means
18 of any written or oral communication which includes an untrue statement of a
19 material fact or omits to state a material fact necessary to make the statements
20 made, in the light of the circumstances under which the statements were made, not
21 misleading.” CAL. CORP. CODE § 25401. The sale of membership interests in a
22 limited liability company is the sale of a “security” under the Corporations Code.
23 CAL. CORP CODE § 25019 (“Security” means any . . . interest in a limited liability
24 company”)

25 Section 25501 is a corresponding section that establishes a private remedy for
26 damages and rescission based on § 25401 liability. *See California Amplifier, Inc. v.*
27 *RLI Ins. Co.*, 94 Cal. App. 4th 102, 109, 113 Cal. Rptr. 2d 915 (2001). Section
28 25501 provides, in pertinent part, that:

Any person who violates Section 25401 shall be liable to the person who purchases a security from him or sells a security to him . . . unless the defendant proves that the plaintiff knew the facts concerning the untruth or omission or that the defendant exercised reasonable care and did not know . . . of the untruth or omission.

CAL. CORP. CODE § 25501.

Corporations Code § 25504 imposes “control person” liability on those who assist others in primary violations under the California Securities Act. Corporations Code § 25504 provides that

[E]very person who directly or indirectly controls a person liable under § 25501 or § 25503, plus every partner in a firm so liable, every principle executive officer or director of a corporation so liable, every person occupying a similar status or performing similar functions, every employee of a person so liable who materially aids in the act or transaction constituting the violation, and every broker-dealer or agent who materially aids in the act or transaction constituting the violation, are also liable jointly and severally with and to the same extent as such person, unless the other person who is so liable had no knowledge of or reasonable grounds to believe in the existence of the facts by reason of which liability is alleged to exist.

CAL. CORP. CODE § 25504.

IV. THERE IS NO GENUINE ISSUE OF MATERIAL FACT REGARDING THE BASH DEFENDANTS’ LIABILITY UNDER THE THIRD AND FOURTH CLAIMS FOR RELIEF.

A. Michael Bash’s Liability as Control Person.

The admitted facts establish conclusively that Michael Bash is liable under Corporations Code section 25504 as a “control person” for Royal View’s and Fort

1 Apache's violations of Corporations Code sections 25401 and 25501. Michael Bash
2 "controlled" Fort Apache, Berkley and Pepperdine from at least as early as 2008
3 through April 1, 2019, and "controlled" Royal View from March 18, 2011 through
4 April 1, 2019. (Hilton Decl. Exh. B; M. Bash RFAs No. 7-8, 104-105.)

5 Starting in 2007, Michael Bash solicited investments from Plaintiff relating to
6 real estate investments he controlled. (*Id.*; M. Bash RFAs No. 56, 81-82). Michael
7 Bash met in-person with Plaintiff in Los Angeles County, California, for the purpose
8 of soliciting her investment in real estate ventures. (*Id.*; M. Bash RFAs No. 56, 82-
9 85).

10 It is conclusively established that Michael Bash made untrue statements of
11 material facts and omitted material facts to induce Plaintiff to invest in real estate
12 entities he controlled. (*Id.*; M. Bash RFAs No. 86-89). Specifically, Michael Bash
13 made untrue representations of material fact to induce Plaintiff to invest in Royal
14 View. (*Id.*; M. Bash RFAs No. 89.) The untrue representations of material fact
15 include Michael Bash's representation to Plaintiff that a guaranteed buyer had
16 signed a binding letter of intent to purchase the Royal View real property. (*Id.*; M.
17 Bash RFAs No. 59.) In fact, there was no binding letter of intent from a buyer. (*Id.*;
18 M. Bash RFAs No. 60.)

19 Michael Bash also represented that investing in Royal View was a
20 "guaranteed return investment." (*Id.*; M. Bash RFAs No. 110.) That representation
21 is actionable under California Corporations Code section 25401 and 25501. *See*
22 *Moss v. Kroner*, 197 Cal. App. 4th 860, 866, 873; 129 Cal. Rptr. 3d 220, 222 (2011)
23 (statements that investments had "zero risk" and "offered guaranteed returns" were
24 statements of fact sufficient to state claim for violation of Corporations Code section
25 25401.) Michael Bash also made statements to Plaintiff about the return she could
26 expect to make if she invested in Royal View, which he admits were misleading.
27 (*Id.*; M. Bash RFAs No. 90, 91.)
28

Michael Bash also made untrue statements of fact and misleading omissions regarding Fort Apache. Michael Bash also represented to Plaintiff that the Fort Apache property included a grocery store. (*Id.*; M. Bash RFAs No. 112.) That statement was false, as the land use restrictions on the Fort Apache property prohibit the building of a grocery store or convenience store until at least the year 2040. (*Id.*; M. Bash RFAs No. 113, 114.) Michael Bash made the same “guaranteed return” representation to Plaintiff about Fort Apache as he made about Royal View. (*Id.*; M. Bash RFAs No. 111.)

The above-described untrue representations and omissions made by Michael Bash were material to Plaintiff. (“Morgan Decl.” ¶ 10.) Based on the untrue representations and omissions of material fact, Plaintiff invested \$100,000 to purchase Fort Apache LLC interests, and \$50,000 to purchase Royal View LLC Interests. (*Id.* ¶ 9; Morgan Decl. Exh. B; M. Bash RFAs No. 2 and Exh. B (Royal View Addendum)).

B. Jeremy Bash’s Liability as Control Person.

Jeremy Bash also was an officer of Berkley and Pepperdine from 2007 through 2019. (Hilton Decl. Exh. A; J. Bash RFAs No. 13, 14). And Jeremy Bash “controlled” Fort Apache, Royal View, Berkley and Pepperdine from 2007 through 2019. (*Id.*; J. Bash RFAs No. 5-8, 105, 106.)

Starting in 2010, Jeremy Bash began soliciting investments from Plaintiffs into Royal View by telephone. (*Id.*; J. Bash RFAs No. 78). Jeremy Bash met in-person with Plaintiff in Los Angeles County, California, for the purpose of soliciting her investment in real estate ventures. (*Id.*; J. Bash RFAs No. 79, 82).

Jeremy Bash admits that he made misleading statements of material fact to Plaintiff to induce her to invest in Royal View. (*Id.*; J. Bash RFAs No. 90). Specifically, Jeremy Bash made untrue representations of fact to Plaintiff, including in or around March 2011, when Jeremy Bash told Plaintiff that “a guaranteed buyer had signed a binding letter of intent” to purchase the Royal View Property (*Id.*; J.

1 Bash RFAs No. 85). In fact, there was no such binding letter of intent. (*Id.*; J. Bash
2 RFAs No. 86). Jeremy Bash also admits that representations made in the Royal
3 View Addendum about the encumbrances on the Royal View property were false.
4 (*Id.*; J. Bash RFAs No. 71.) Jeremy Bash also made statements about the return she
5 could expect to make if she invested in Royal View, which he admits were
6 misleading. (*Id.*; J. Bash RFAs No. 91, 92.)

7 It is also conclusively established that Jeremy Bash made misleading
8 statements of material fact to Plaintiff in order to induce her to invest Fort Apache.
9 (*Id.*; J. Bash RFAs No. 89). Among other things, Jeremy Bash represented that
10 investing in Fort Apache was a “guaranteed return investment. (*Id.*; J. Bash RFAs
11 No. 108.) Jeremy Bash admits that he omitted material facts to induce Plaintiff to
12 invest in the real estate entities he controlled, Royal View and Fort Apache. (*Id.*; J.
13 Bash RFAs No. 88.)

14 The above-described untrue representations and omissions made by Jeremy
15 Bash were material to Plaintiff. (“Morgan Decl.” ¶ 11.) Based on the untrue
16 representations and omissions of material fact, Plaintiff invested \$100,000 to
17 purchase Fort Apache LLC interests, and \$50,000 to purchase Royal View LLC
18 Interests. (*Id.* ¶ 4; Hilton Decl. Exh. B; M. Bash RFAs No. 2 and Exh. B (Royal
19 View Addendum)).

20 **V. CONCLUSION.**

21 For all the foregoing reasons, Plaintiff respectfully requests that the Court
22 grant her Motion for Partial Summary Judgment finding that liability is established

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1 against Jeremy Bash and Michael Bash on Plaintiff's Third and Fourth Claims for
2 Relief.

3
4 Dated: August 13, 2020

ONE LLP

5
6 /s/ Lawrence J. Hilton

Lawrence J. Hilton (pro hac vice)

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8 Attorneys for Plaintiff
DONNA MORGAN
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